

Subject: 2016 DOC Agreement



Rey, Carlos A. <Carlos.Rey@dos.myflorida.com>
to Lynn Hearn, Swain, Margaret A.

Tue, Sep 24, 3:19 PM (6 days ago)

You are viewing an attached message. American Oversight Mail can't verify the authenticity of attached messages.

Lynn,

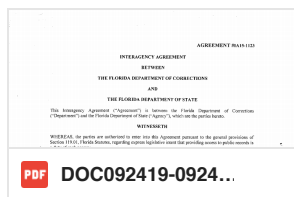
Attached please find a copy of the Florida Department of State agreement with the Florida Department of Corrections, per request number 4 of the July 3, 2019, public records request from Oversight America. The term of the contract is from July 1, 2016, to June 30, 2021.

Respectfully,

Carlos A. Rey
Assistant General Counsel
Florida Department of State
R.A. Gray Building
500 S. Bronough Street
Tallahassee, FL 32399-0250
Phone: 850-245-6515

Note: This response is provided for reference only and does not constitute a formal legal opinion or representation from the sender or the Department of State. Parties should refer to the Florida Statutes and applicable case law, and/or consult an attorney to represent their interests before relying upon the information provided.

In addition, Florida has a very broad public records law. Written communications to or from state officials regarding state business constitute public records. Public records are available to the public and media upon request, unless the information is subject to a specific statutory exemption. Therefore, any information that you send to this address, including your contact information, may be subject to public disclosure.



INTERAGENCY AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
THE FLORIDA DEPARTMENT OF STATE

This Interagency Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and the Florida Department of State ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the general provisions of Section 119.01, Florida Statutes, regarding express legislative intent that providing access to public records is a duty of each agency.

THEREFORE, the parties agree to the following:

PURPOSE

This Agreement is to establish the general conditions and joint processes that will enable the Department to share in accordance with Section 98.093(2)(f), Florida Statutes, electronic information with the Agency who, by law, must maintain current and accurate voter registration records in the statewide voter registration system. Under Section 97.012(15), Florida Statutes, the Secretary of State must conduct preliminary investigations into any reported irregularities or fraud involving voter registration, voting, candidate petition, or issue petition activities and submit his or her findings to the Statewide Prosecutor or the State Attorney for the judicial circuit in which the alleged violation occurred for prosecution if warranted. Under Section 303(a)(2) of the Help America Vote Act (Public Law 107-252) and Section 98.075, Florida Statutes, the Agency must also identify by comparison, or coordination with other agency records, registered voters who are not eligible for reasons such as a felony conviction, declaration of mental incapacity with a removal of voting rights, or death, and subject to notice, must remove the names of these persons from the official voter registration system. Providing the Agency access to requested data (e.g., inmate commitment information) will enhance its ability to comply with these statutory duties as well as to alleviate any backlogs.

I. TERM OF AGREEMENT

This Agreement shall begin on July 1, 2016, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on June 30, 2021. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

This Agreement may be renewed for an additional five (5) year period, after the initial agreement term, upon the same terms and conditions contained herein, and upon agreement of both parties. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Agency's performance of this Agreement and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Agency no later than thirty (30) days prior to the agreement expiration date. The renewal term shall be considered separate and shall require the exercise of a renewal amendment that shall be signed by both parties.

II. SCOPE OF AGREEMENT

The Department and the Agency agree that the Department will not be providing data matching files for the Agency's records that do not contain a Department inmate number. The Department and the Agency further agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

A. Department Responsibilities

The Department will perform the following duties in support of this Inter-Agency Agreement:

1. Allow the Agency to electronically access through a Virtual Private Network (VPN) connection to the Department's Inmate Records Imaging System Database ("IRIS database") for the limited purpose of viewing the inmate photo identification cards, commitment information, and legal documents in order to obtain identification of the individual, copies of court judgments of inmates committed to the custody of the Department, and copies of administrative appeals that affect the inmate sentence. Access to the IRIS database is a service provided by the Department of Management Services (DMS).
2. Require the appropriate Security Coordinator for the Office of Institutions to review and approve all requests for individual user access using form DC2-611, Information Resources Security Request – Outside Agency (Attachment A). For each outside agency user, the outside agency representative will complete form DC2-611. Upon completion of the DC2-611, the Security Coordinator will approve or disapprove the access based on background check criteria. Users will not be able to access the Department's IRIS database until they have been granted access rights. Each user's access will require a unique user-ID and confidential password.
3. Require the appropriate Security Coordinator for the Office of Institutions to submit modifications or deletions to the Agency's authorized users to the Department's Office of Information Technology (OIT) through the web-based security access request system.
4. Require the appropriate Security Coordinator for the Office of Institutions to review user accounts at regular intervals not to exceed one year in order to identify those accounts not being used.
5. Require the appropriate Security Coordinator for the Office of Institutions to coordinate training upon notification of user access accounts being established. Training for purposes of this Agreement must include, but is not limited to, proper procedures relating to the maintenance and use of passwords.
6. Require the appropriate Information Security Coordinator and Information Security Administrator to review all requests for access privileges to the network for users to ensure that only those with a current need to know have the minimum access required. The Department will use a web-based security request process for this purpose.
7. Notify the Agreement Manager for the Agency in the event that scheduled maintenance will be occurring and access through the VPN will be temporarily suspended.
8. Provide a web service that will allow a search of the Department of Corrections databases and return the following data: last name, first name, date of birth, Florida

Driver License number or Florida Identification number, last four digits of social security number, Department of Corrections number, and incarceration, supervision or release status. Other data fields may be added to the list of data that is returned if mutually agreed upon in writing by both agencies' Agreement Managers. The data provided will have a latency of twenty-four hours. Search capabilities for the web service will include:

- last name and date of birth;
- Florida Drivers license or Florida Identification number;
- Last name and last four digits of social security number; and
- Department of Corrections number.

B. Agency Responsibilities

The Agency will perform the following duties in support of this Inter-Agency Agreement:

1. Provide computer workstations and any equipment needed to make a connection to the Department's VPN network. The Department will not be responsible for providing or maintaining any equipment to make the connection.
2. Provide the following information to the Department prior to electronically accessing the Department's IRIS database through the VPN: a description of its information systems external network connections and network security architecture, including computing device anti-virus and/or malware implementation; documentation that connections will be made only to computing devices utilizing Windows 2000, XP, Vista or Windows 7 operating systems; and documentation to ensure that connections will be made only to those computing devices utilizing antivirus software compatible with the Department's host checking methods.
3. Submit written requests to the Department's appropriate Security Coordinator in the Office of Institutions for individuals requiring or no longer requiring access to the Department's IRIS database. Only four (4) designated supervisors who have previously received training can be granted access to the database at any given time. For each user, the Agency's representative will complete form DC2-611 and submit it to the appropriate Security Coordinator for the Department's Office of Institutions. Documentation verifying that a Level II background check has been conducted by the Agency will accompany the DC2-611.
4. Ensure that designated users are properly trained in the authorized use of the IRIS database. Training will be coordinated by the Security Coordinator from the Department's Office of Institutions.
5. Ensure that only users who have an individually assigned unique user-ID with confidential password issued by the Department's Information Security Group access to the IRIS database. Under no circumstance is anyone to attempt or gain access to the Department's IRIS database with a user-ID and password not assigned to that person. Sharing of passwords constitutes a serious breach of system security and shall be the basis for automatic termination of access privilege. Further, any misuse of the IRIS database or failure to comply with the operating guidelines can lead to an administrative, internal, and/or criminal investigation. Users shall adhere to the following rules relating to password selection and storage:

AGREEMENT #IA15-1123

- Passwords shall not be related to one's job or personal life;
 - Passwords should be composed of a private combination of alphanumeric characters and any other possible characters in an effort to make the password as difficult as possible for others to determine;
 - Passwords shall be six to fourteen characters in length and case sensitive;
 - Passwords will have a maximum duration of ninety days for user accounts established under this agreement;
 - Passwords will not be stored in a readable form in batch files, automatic log-in scripts, software macros, terminal function keys, in computers without access control systems, or in other locations where unauthorized persons might discover them;
 - Passwords will not be written down in some readily decipherable form and left in a place where unauthorized persons can view them;
 - When a user suspects that a password has become known, that password will immediately be changed;
 - If users need to share computer-resident data, they will use electronic mail, public directories on local area network servers, and other mechanisms. Passwords will never be shared with or revealed to others; and
 - Users will not log in using their own login credentials and allow another person access to resources.
6. Notify the Department when a user no longer requires, or is no longer permitted, access to the IRIS database or has separated from the Agency. Employment changes requiring this action include termination, transfer, promotion and/or function change, and leave of absence with a duration of thirty days or more.
 7. Provide for IRIS database access on workstations placed in areas where unauthorized viewing of the information on computer terminals can be prevented and provide for shredding of any documents inadvertently printed and containing information that is confidential and exempt from disclosure as provided in Section VII. B and C.
 8. Use the information received from the Department only for the purposes described in this Agreement.
 9. Notify the Department if unscheduled IRIS database interruptions occur by contacting the Department's Outside Agency Helpdesk at (850) 717-3106.
 10. Protect and maintain the confidentiality and security of information as provided in Section VII., B., and C., including redacting information deemed confidential and exempt from disclosure on copies of court judgments provided to the county supervisors of elections. This information shall include, but not be limited to, the following: medical, psychological and dental records (Section 945.10(1)(a), and 456.057(7), Florida Statutes, Federal Rule 45 C.F.R., Section 164.502); HIV/AIDS testing information and/or substance abuse treatment records (Section 381.004, 397.501(7), and 397.752, Florida Statutes, 42 U.S.C. Section 290dd-2, Federal Rule 42 C.F.R. Part 2); biometric identification information, including fingerprints, (Section 119.071(5)(g), Florida Statutes); social security numbers (Section 119.071(5)(a), Florida Statutes); preplea, pretrial intervention, pre-sentence, or post-sentence investigations (PSIs) (Section 945.10(1)(b), Florida Statutes); information regarding a person in the federal witness protection program (Section 945.10(1)(c), Florida Statutes); Florida Commission on Offender Review records (Section 945.10(1)(d), Florida Statutes); information which if released, would jeopardize a person's safety (Statute 945.10(1)(e), Florida Statutes);

AGREEMENT #IA15-1123

information regarding a victim's statement and identity (Section 945.10(1)(f), and 119.071(2)(j), Florida Statutes); FCIC/NCIC and criminal justice information (Section 943.053, Florida Statutes); and educational records (Section 1002.22(2)(d), Florida Statutes).

11. Shall only view the inmate commitment information and inmate photo identification card, currently authorized for viewing by the four designated supervisors employed by the Agency, and will not view or use other information contained on the IRIS database.

III. FINANCIAL OBLIGATIONS

The Agency shall reimburse the Department for all costs incurred by the Department resulting from the utilization of this Agreement.

- 1) This will include, but is not limited to, the following:
 - a. The current Annual Maintenance Fee for one imaging client software license is \$122.57;
 - b. The annual cost for all four (4) imaging client software licenses will be \$490.28 annually; and
 - c. The total cost for this five (5) year agreement is \$2,451.40.
- 2) In the event that the Department's current imaging client software licensing agreement changes, licensing fees will be adjusted to reflect the new licensing costs. Any cost adjustment will be subject to the formal written amendment provisions of Section V. B., of this Inter-agency Agreement.

The Department's Bureau of Finance and Accounting will prepare an invoice as requested by the Department's Agreement Manager and will send it to the Agency. The Agency shall render payment within 30 days of the invoice date. The Agency shall contact the Department's Agreement Manager to resolve any issues related to the invoiced charges prior to the expiration of the 30 days above or the invoice is considered to be accepted as accurate. The Department's invoice shall be mailed to the Agency at the following address:

Division of Administrative Services
Chief, Bureau of Planning, Budget, & Financial Services
c/o Ary Miller, Division of Elections (Senior Management Analyst, II)
Ste 428, R. A. Gray Building
500 S. Bronough Street
Tallahassee, Florida 32399-0250

The Agency shall reimburse the Department by way of Journal Transfer (JT). Such requests shall include the appropriate JT account codes and the contact names and telephone numbers of authorized staff with the Agency. The benefiting code for the JT from the Agency to the Department will be:

➤	Fund:	70-10-1-000361-70010400-00
➤	BF Object:	242000
➤	BF Category	100777
➤	Contact:	Brenda Rivera (850)-717-3825

IV. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Agreement Administrator for the Department is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and for maintaining records of all formal correspondence between the Department and the Agency regarding administration of the Agreement.

The address and telephone number of the Department's Agreement Administrator is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison/agency contact regarding issues arising out of this Agreement.

FLORIDA DEPARTMENT OF CORRECTIONS

Don Davis
Chief of Systems Development
501 South Calhoun Street
Tallahassee, FL 32399-2500
(850) 717-3717 (telephone)
(850) 922-6786 (fax)
davis.don@mail.dc.state.fl.us (e-mail)

FLORIDA DEPARTMENT OF STATE

Division of Elections
c/o Toshia Brown, Chief
Bureau of Voter Registration Services
Ste 316, R. A. Gray Building
500 S. Bronough Street
Tallahassee, Florida 32399-0250
850-245-6200

FLORIDA DEPARTMENT OF STATE

Douglas H. Spitler, Jr.
Network Administrator - BDIS
Florida Department of State
R.A. Gray Building
500 S. Bronough Street
Tallahassee, Florida 32399-0250
(850) 245-6118 (telephone)

(850) 545-8785 (cell)
Doug.Spitler@dos.myflorida.com (e-mail)

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

Modifications to the provisions of this Agreement, with the exception of Section IV., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Agency to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS

A. Waiver and Assumption of Risk

The Department and the Agency are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

B. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules, and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., DC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by said Department.

C. Data Sharing

The Department and the Agency acknowledge their separate obligations to store and disseminate data in compliance with the requirements of Public Records Law, Chapter 119, Florida Statutes, and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07(1), Florida Statutes, by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statute. The Agency acknowledges that the data exchanged between them has been provided for official purposes and that public access to such data is limited and prescribed by statute. The Agency therefore agrees, consistent with public records law, to refer third parties requesting delivery of information to the originating party. The Agency further agrees to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure provided by law and to provide advance copies of documents involving the other party's data for review to determine if there has been an inadvertent disclosure of confidential information as described herein prior to publication.

D. Disputes

Any dispute concerning performance of the terms of this Inter-Agency Agreement shall be resolved informally by the Inter-Agency Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Chief Information Officer. The Chief Information Officer shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Inter-Agency Agreement Managers and the Inter-Agency Agreement Administrator.

E. Disclaimer for Release of Information

The Department is not the official records custodian of the scanned court documents on IRIS. The Department can only offer copies of documents in the condition in which they are received from the courts and scanned into the IRIS system. The clerks of court are the official custodians of the sentencing documents and should be contacted for official copies to ensure complete legibility and accuracy. The original commitment information on IRIS reflects court documents available at the time of incarceration only.

Because the Department conducts audits of commitment documents, up to a 6-month delay can occur in document scanning and availability on IRIS. The Agency has been put on notice that review of IRIS data may not be complete. Due to a possible 6-month time lag between the Department receiving the inmate into custody and the court documents being scanned into the IRIS database, the Department has advised the Agency to contact the court clerks directly for the most accurate and up-to-date information on new commitments.

IRIS only contains records of incarcerated felons, not persons convicted of misdemeanors. IRIS does not contain any records of felony or misdemeanor offenders under supervision (e.g., probation). IRIS only contains scanned documents from 1998 to the present. Documents relating to misdemeanor offenders, offenders under supervision, and offenders sentenced prior to 1998 should be obtained from the appropriate clerks of court.

F. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

G. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

AUTHORIZATION FOR SIGNATURE

IN WITNESS THEREOF, the parties hereto have caused this Inter-Agency Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF STATE

SIGNED
BY:



NAME: **Jennifer L. Kennedy**

TITLE: **Assistant Secretary of State and Chief of Staff
Department of State**

DATE: 6/14/16

DEPARTMENT OF CORRECTIONS

SIGNED
BY:



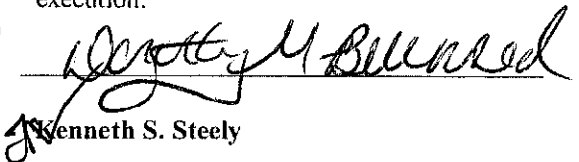
NAME: **Kelley J. Scott**

TITLE: **Director, Office of Administration
Department of Corrections**

DATE: 6/17/16

Approved as to form and legality, subject to execution:

SIGNED
BY:



NAME: **Kenneth S. Stealy**

TITLE: **General Counsel
Department of Corrections**

DATE: 6/16/16

☐	New Request (has never had a CDC sign-on)
☐	Function Upgrade (keep old job function capabilities and add job function capabilities circled on this form)
☐	Former name _____
☐	Delete User's Access

**Department of Corrections
Information Resources Security Request-Outside Agency**

Please print or type the following information about the person being authorized to use the Department of Corrections' information system. If any of these fields or any signatures are missing or if they are not legible, this form will be returned and a user id code will not be assigned.

Last Name First Name Middle Initial Social Security Number

Race Sex Date of Birth

Driver License Number State of Issuance

Agency Name Circuit Number

Telephone Number of person being authorized E-Mail Address

Does this person currently have a Department of Corrections UserID or have they ever had one? ☐ No ☐ Yes

If yes, User ID

Please check your function below.

- ☐ Outside Agency Inquiry (all users)
- ☐ FOR STATE ATTORNEYS & STATEWIDE PROSECUTOR ONLY: Sentencing Guidelines Group
- ☐ FOR FLORIDA ATTORNEY GENERAL'S OFFICE ONLY: Special Attorney General Transactions - Victims
- ☐ Special Revenue Transaction - COPS
- ☐ FDLE: Special profile for C.O.P.S. -(all others O/S Agency only)
- ☐ I.R.I.S.-Special profiles for D.O.S. & FDLE (Sex Offender & Career Criminal Units)
- ☐ Special Instructions: _____

Person Authorized: This person being authorized to use the Department's information resources understands that he/she is being given authority to access and/or modify secure Department information. By signature below, this person agrees not to disclose password information to anyone else, not to write down the password, and to adhere to all Department security policies and procedures.

Signature of Person Authorized Title of Person Authorized

Authorizing Supervisor: By signature below, the unit supervisor is verifying that the person being authorized access does perform the job function as stated on this form and needs the requested authority to perform his/her job function. The unit supervisor also acknowledges that it is the supervisor's responsibility to notify the Information Security Section when the authorized person leaves employment, changes jobs or needs any change in authorization. **When immediate suspension of access is warranted, please call 850-487-1550.**

Signature of Authorizing Supervisor Print Name and Title of Supervisor Date Telephone Number

The **Information Security Section** will assign a UserID code and password for the authorized person. When this is completed, the Office of Information Security Section will notify the Bureau of Admission and Release-Specialist Services (850) 717-3106, who will schedule individuals for mandatory training prior to distributing UserID codes. Mail the completed forms to: Department of Corrections, Bureau of Admission and Release-Specialist Services, 501 South Calhoun Street, Tallahassee, FL 32399-2500.

DC2-611 (Revised 6/13/11)

In accordance with s. 119.071(5)(a)2., F.S., your social security number is being collected as an approved identifier for providing user access to the Department of Corrections Information Systems.

This collection is imperative for the performance of this agency's duties and responsibilities for completion of background checks as well as FCIC/NCIC.

The Department will not use the social security number collected for any purpose other than the purpose provided above.